

1 BILL NO. S-84-08- 19

2 SPECIAL ORDINANCE NO. S- 100-84

3 AN ORDINANCE approving Storm Sewer
4 Improvment Contract #399-84, Edsall -
5 Schele Drainage, between the City of
6 Fort Wayne, by and through its Board
7 of Public Works with Bercot, Inc.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

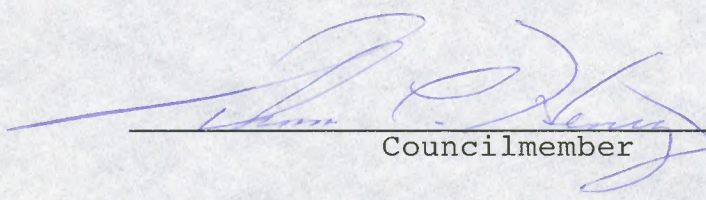
10 SECTION 1. That the annexed Storm Sewer Improvement
11 Contract #399-84, between the City of Fort Wayne, Indiana, by and
12 through its Board of Public Works and Bercot, Inc., for:

13 Storm Sewer Improvement Contract #399-84 -
14 Edsall - Schele Drainage, is for the
15 following:

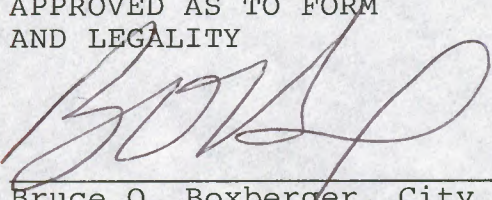
16 MAIN LINE: Beginning at an existing
17 storm sewer manhole located on the
18 Northwest corner of Edsall Avenue and
19 Schele Avenue; thence North 135+ to a
20 proposed inlet. Said sewer shall be
21 12" in diameter. OPEN DITCHING: Con-
22 struction of side ditching on East
23 and West sides of Edsall Avenue for
24 a distance of 250+ LF;

25 the Contract price is Eight Thousand Seven Hundred Thirty-Nine
26 and No/100 Dollars (\$8,739.00), all as more particularly set forth
27 in said Contract and which is on file with the Office of the
28 Board of Public Works and is by reference incorporated herein,
29 made a part hereof and is hereby in all things ratified, con-
30 firmed and approved.

31 SECTION 2. That this Ordinance shall be in full force
32 and effect from and after its passage and any and all necessary
approval by the Mayor.

33 
Councilmember

34 APPROVED AS TO FORM
35 AND LEGALITY

36 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____.M., E.S.

DATE:

8-14-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Henry, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE:

8-25-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) — (APPROPRIATION) — (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-100-84

on the 28th day of August, 19 84,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Ray A. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 19 84, at the hour of 11:00 o'clock 11 .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of August, 19 84, at the hour of 4:00 o'clock P. .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

CONTRACT NO. 399-84

BOARD ORDER NO.

THIS CONTRACT made and entered into in triplicate this 8th day of August, 1984, by and between Bercot Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Main Line

Beginning at an existing sewer manhole located on the Northwest corner of Edsall Avenue and Schele Avenue; thence North 135± LF to a proposed inlet; thence due East 30± LF terminating at a proposed inlet.

Open Ditching

Construction of side ditches on East and West side of Edsall Avenue for a distance of 250± LF.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11123, Sheets 1-3, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$8,739.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

Cleaning right-of-way which includes 7' x 12' concrete removal and existing pipe and structure removal	Five hundred thirty-four dollars and no/100	\$534.00
Linear Grading (ditch)	Two dollars and no/100	\$2.00
12" R.C.P. Cl V with Class "B" Bedding and Stone Backfill	Twenty-five dollars and no/100	\$25.00
12" R.C.P. Cl IV with Class "B" Bedding and "B" Borrow Backfill	Twenty-five dollars and no/100	\$25.00
30" Inlet Type I-G	Six hundred fifty dollars and no/100	\$650.00

Inlet Type II-G	Seven hundred fifty dollars and no/100	\$750.00
#73 Stone for Shoulder	Eight dollars and no/100	\$8.00
Asphalt Patching (8" Deep Strength)	Four hundred twenty dollars and no/100	\$420.00
Seeding, Mulch and Fertilizer	One dollar and no/100	\$1.00

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Section 5, 68, and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof. It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the

State Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, hereto that Contractor indemnify and hold harmless City of Fort Wayne, Indiana.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (M/FER/6 - M/FER/8)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and ordinances of City of Fort Wayne, (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 399-84.
- B. Instructions to Bidders for Contract No. 399-84.
- C. Contractor's Proposal Dated July 25, 1984.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11123.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Workmen's Compensation Act Statutes of State of Indiana and Ordinance of City of Fort Wayne.
- G. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- H. Prevailing wage scale.
- I. Performance Bond.
- J. Labor and Material Payment Bond.
- K. Comprehensive Liability Insurance Coverage.
- L. Application for Cut Permit.
- M. Escrow Agreement.
- N. Notice of Award.
- O. Notice to Proceed.
- P. Change Order.
- Q. Notice of Final Acceptance.
- R. Special Provisions.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 60 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BERCOT INC.

BY:

Steve Bercot

, President

BY:

John Bercot

, Secretary

CITY OF FORT WAYNE, INDIANA

BY:

Win Moses, Jr.

Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour

Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Mouffer

ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

David J. Kiest

David J. Kiest, Chairman

Betty R. Collins, Member

Betty R. Collins

H. James Haley, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.



Bond No. 53 74 05

☒ **THE WESTERN CASUALTY AND SURETY COMPANY**
☐ **THE WESTERN FIRE INSURANCE COMPANY**

The Company to provide this bond coverage shall be designated with an ☒.
FORT SCOTT, KANSAS 66701

PERFORMANCE BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

KNOW ALL MEN BY THESE PRESENTS:

That BERCOT, INC.

(Here insert full name and address or legal title of the Contractor)

6015 Huguenard Road, Fort Wayne, Indiana 46818

as Principal, hereinafter called Contractor, and THE WESTERN CASUALTY AND SURETY COMPANY and/or THE WESTERN FIRE INSURANCE COMPANY, Fort Scott, Kansas, as Surety, hereinafter called Surety, are held and firmly bound unto

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

(Here insert full name and address or legal title of the Owner)

as Obligees, hereinafter called Owner, in the amount of

EIGHT THOUSAND SEVEN HUNDRED THIRTY NINE and no/100ths Dollars
(\$8,739.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors

and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 19, entered into a contract with Owner for EDSALL AVENUE - SCHELE AVENUE STORM IMPROVEMENT

RESOLUTION 399-1984

In accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 8th day of August, A. D. 19 84

In the presence of:

Cynthia S. Eschman

BERCOT, INC. (Seal)

By:

(Principal)

(Title)

Steve Street
President

By:

H. Stanley Huff, Jr.

Attorney-in-Fact

Performance Bond for General Contractors.

SB 5715 (1)

FORM FS 5617-R4

MUL.

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE—FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." The president, any vice president or the does hereby nominate, constitute and appoint

H. Stanley Huff, Jr. or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this19th..... day ofOctober....., 19.....82.....

THE WESTERN CASUALTY AND SURETY COMPANY

STATE OF KANSAS
COUNTY OF BOURBON ss

By

J. F. Heim
Vice President



On this19th..... day ofOctober....., A. D., 19.....82....., before the subscriber, a Notary Public in the State of Kansas in

and for the County of Bourbon, duly commissioned and qualified, came J. F. Heim, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1984

R. R. Shepard
Notary Public.



I, G. R. Cantrell Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 8th day of August 19 84

G. R. Cantrell
Assistant Secretary.





Bond No. 53 74 05

☒ **THE WESTERN CASUALTY AND SURETY COMPANY**
☐ **THE WESTERN FIRE INSURANCE COMPANY**

The Company to provide this bond coverage shall be designated with an ☒
FORT SCOTT, KANSAS 66701

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

Note: This bond is issued simultaneously with performance bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That BERCOT, INC.
 (Here insert full name and address or legal title of the Contractor)
6015 Huguenard Road, Fort Wayne, Indiana 46818
 as Principal, hereinafter called Principal, and **THE WESTERN CASUALTY AND SURETY COMPANY** and/or **THE WESTERN FIRE INSURANCE COMPANY**,
 Fort Scott, Kansas, as Surety, hereinafter called Surety, are held and firmly bound unto
BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA
 (Here insert full name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of -----
EIGHT THOUSAND SEVEN HUNDRED THIRTY NINE and no/100ths----- Dollars
 (Here insert a sum equal to at least one-half of the contract price)

8,739.00-----), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 19 entered into a contract with Owner
 for EDSALL AVENUE - SCHELE AVENUE STORM IMPROVEMENT
RESOLUTION 399-1984

in accordance with Drawings and Specifications prepared by -----
 (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as herein-
 after defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise
 it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or
 reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil,
 gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been
 paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or
 materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as
 may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Prin-
 cipal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last
 of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were
 furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, post-
 age prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of busi-
 ness, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not
 be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any
 limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be
 equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part
 thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by
 Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and
 against this bond.

Signed and sealed this 8th day of August A. D. 19 84

In the presence of:

BERCOT, INC. (Principal) (Seal)
Steve Bercot, President
 (Title)

Janifer J. Kiprecht

THE WESTERN CASUALTY AND SURETY COMPANY
THE WESTERN FIRE INSURANCE COMPANY
 By H. Stanley Huff, Jr. Attorney-in-Fact

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

H. Stanley Huff, Jr. or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 19th day of October, 1982.

THE WESTERN CASUALTY AND SURETY COMPANY

STATE OF KANSAS
COUNTY OF BOURBON ss

By

J. F. Heim
Vice President



On this 19th day of October, A. D., 1982, before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came J. F. Heim, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1984

D. R. Shepard
Notary Public.



I, G. R. Cantrell, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 8th day of August, 1984.

G. R. Cantrell
Assistant Secretary.



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we BERCOT, INC.
6015 Huguenard Road, Fort Wayne, Indiana 46818
 as Principal and THE WESTERN CASUALTY AND SURETY COMPANY, a corporation
 organized under the laws of the State of Kansas, with principal office at
 Fort Scott, Kansas, as Surety, are held and firmly bound unto
BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA
 (hereinafter called the Obligee), in the penal sum of -----(\$8,739.00)-----
-----EIGHT THOUSAND SEVEN HUNDRED THIRTY NINE and no/100ths-----
 Dollars, for the payment of which, well and truly to be made, we do hereby bind
 ourselves, our heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents.

DATED this 8th day of August, 19 84.

WHEREAS, the said Principal has heretofore entered into a contract with
 the Obligee above named for

EDSALL AVENUE - SCHELE AVENUE STORM IMPROVEMENT

RESOLUTION 399-1984

and,

WHEREAS, the work called for under said contract has now been completed and
 accepted by said Obligee;

NOW, THEREFORE, the condition of this obligation is such, that if said
 Principal shall, for a period of 1 year(s) from and after the

WRITTEN DATE OF ACCEPTANCE BY THE CITY OF FORT WAYNE, INDIANA

indemnify the Obligee against any loss or damage directly arising by reason of
 any defect in the material or workmanship which may be discovered within the
 period aforesaid, then this obligation shall be void; otherwise to be and
 remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
 Principal, written statement of the particular facts showing such default and
 the date thereof shall be delivered to the Surety by registered mail, at its
 Home Office in the City of Fort Scott, Kansas, promptly and in any event within
 ten (10) days after the Obligee or his representative shall learn of such
 default, and that no claim, suit, or action by reason of any default of the
 Principal shall be brought hereunder after the expiration of thirty days from
 the end of the maintenance period as herein set forth.

BERCOT, INC.

By: Steve Bercot, President
Principal

THE WESTERN CASUALTY AND SURETY COMPANY

By: H. Stanley Huff, Jr.
Attorney In Fact

H. Stanley Huff, Jr.

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." The president, any vice president or the does hereby nominate, constitute and appoint

H. Stanley Huff, Jr. or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed;

Any and all bonds and undertakings.

Provided, No authority is extended for
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 19th day of October, 1982.

THE WESTERN CASUALTY AND SURETY COMPANY

STATE OF KANSAS
COUNTY OF BOURBON ss

By

J. F. Heim
Vice President



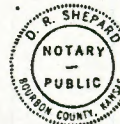
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IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 8th day of August, 1984.

G. R. Cantrell
Assistant Secretary.



BILL NO. S-84-08-19

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving Storm Sewer Improvement Contract #399-84, Edsall-
Schele Drainage, between the City of Fort Wayne, by and through its
Board of Public Works with Bercot, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 8-28-84
SANDRA E. KENNEDY, CITY CLERK

TITLE OF ORDINANCE Contract #399-84 - Edsall - Schele Drainage, Bercot, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

J-84-08-19

SYNOPSIS OF ORDINANCE Storm Sewer Improvement Contract #399-84 - Edsall - Schele

Drainage, is for the following:

MAIN LINE: Beginning at an existing storm sewer manhole located on the Northwest corner of Edsall Avenue and Schele Avenue; thence North 135+ LF to a proposed inlet. Said sewer shall be 12" in diameter. OPEN DITCHING: Construction of side ditching on East and West sides of Edsall Avenue for a distance of 250+ LF.

Bercot, Incorporated, Contractor.

EFFECT OF PASSAGE Improved sewer in above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$8,739.00

ASSIGNED TO COMMITTEE